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Comptroller General  
of the United States

United States Government Accountability Office  
Washington, DC 20548

# Decision

**Matter of:** Mid-America Taping & Reeling, Inc., d/b/a Mid-America Government Supply

**File:** B-403381

**Date:** September 15, 2010

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Dale Rondinelli for the protester.

Capt. Elisabeth L. Gilman, Department of the Army, for the agency.

Paul N. Wengert, Esq., and Sharon L. Larkin, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

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## DIGEST

Protest that agency unreasonably evaluated protester's quotation as unacceptable is denied where agency properly concluded that protester's quotation did not show that the equipment being offered would meet the salient characteristics under the brand name or equal terms of the solicitation.

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## DECISION

Mid-America Taping & Reeling, Inc., d/b/a Mid-America Government Supply, of Glendale Heights, Illinois, a small business, protests the award of a contract to A-DEC, Inc., of Newberg, Oregon, by the Department of the Army under request for quotations (RFQ) No. W81K00-10-T-0170 to supply and install dental chairs and equipment. Mid-America protests the evaluation of its quotation and the selection of another vendor with a higher-priced quotation for award.

We deny the protest.

On June 24, 2010, the Army issued the RFQ as a fixed-price commercial item solicitation, seeking quotations to supply and install 22 dental chairs and associated equipment for the United States Army Dental Activity headquarters at Fort Sam Houston in Texas. The RFQ specified each item by a brand name (A-DEC), listed an A-DEC catalog number for each item, and stated that the requirement was for brand name or equal equipment. RFQ at 3-6. Consistent with the use of a brand name or equal specification, the RFQ also listed 18 salient characteristics, which included a requirement for an Air Force dental evaluation and consulting service rating, requirements for certifications from safety agencies, and equipment performance

requirements. Those performance requirements included having the ability for the chair seat to lower to no more than 13.5 inches off the floor, and having a lock-out feature, to prevent movement of the chair when a dental instrument is in use. RFQ at 6-7.

The RFQ incorporated the provision at Federal Acquisition Regulation § 52.211-6, which informs offerors that, to be considered for award, quotations for “equal” products had to include sufficient information to show that the offered items met the salient characteristics listed. The RFQ specified that award would be made to the vendor that offered the lowest-priced, technically acceptable quotation. RFQ at 12.

By the due date on July 16, the Army had received quotations from seven vendors, including A-DEC and Mid-America. Mid-America’s quotation stated that the firm was a small business, and that offered items were equal to the brand name specified in the RFQ. While Mid-America’s quotation briefly described each item, it did not state whether the equipment complied with each of the salient characteristics listed in the RFQ. Mid-America’s quotation for allegedly equal equipment quoted a total price of \$206,236, while A-DEC’s quotation for brand name equipment quoted a total price of \$405,121. Source Selection Decision at 1-2.

Upon review, the evaluator found that Mid-America’s quotation was unacceptable. In particular, the evaluator reviewed each of the 18 salient characteristics in the RFQ, and found that Mid-America had not shown that its equipment met any of those requirements. Id. at 4; Evaluation Worksheets at 1-18. As a result, the Army rejected Mid-America’s quotation as unacceptable.

On July 23, the Army notified Mid-America that award had been made to A-DEC because that firm provided the lowest-priced, technically-acceptable quotation. This protest followed.

Mid-America protests the agency’s determination that its quotation was unacceptable, contending that it offered chairs and equipment that were comparable to the brand name item, and asserts that the Army should have awarded the contract to Mid-America because it quoted a significantly lower price than A-DEC.

In reviewing protests of agency evaluations, we review the record to ensure that the evaluation and source selection decision were reasonable and consistent with the terms of the solicitation and applicable procurement statutes and regulations. Ricoh Am. Corp., B-402239, Feb. 22, 2010, 2010 CPD ¶ 55 at 3.

Here, the record shows that the agency reasonably determined Mid-America’s quotation to be unacceptable. In this regard, the agency found that Mid-America’s quotation did not address the salient characteristics, as required by the RFQ. In its comments responding to the agency report, Mid-America submitted a table comparing the items in its quotation to the A-DEC items specified in the RFQ, to illustrate compliance with the salient characteristics. However, this table was

not included in Mid-America's quotation and, more importantly, it shows that the chair and equipment in Mid-America's quotation did not meet at least some of the salient characteristics. For example, the table lists the lowest seat position for Mid-America's chair as 21 inches, which does not meet the Army's requirement that the chair be able to lower to 13.5 inches. Similarly, the table states that Mid-America's chair does not have a feature to lock out chair movement when a dental instrument is in use. In short, Mid-America concedes that its chair did not meet some salient characteristics.

Since the items offered by Mid-America did not meet the minimum requirements specified in the RFQ, the Army reasonably found the quotation unacceptable. We therefore find the award to A-DEC, who submitted a technically acceptable quotation, unobjectionable.<sup>1</sup>

The protest is denied.

Lynn H. Gibson  
Acting General Counsel

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<sup>1</sup> Mid-America also protests that the terms of the solicitation, and in particular the imposition of salient characteristics, are "not fair or equitable." Comments at 1. However, this challenge to the terms of the solicitation is untimely because it was not raised before the due date for receipt of quotations. 4 C.F.R. § 21.2(a)(1) (2010).